

Exhibit Q

ASSIGNMENT AND ASSUMPTION OF MASTER LOAN AGREEMENT

This Assignment and Assumption of Master Loan Agreement (this “Assignment Agreement”) is made and entered into as of July 20, 2020 by and among Genesis Global Capital, LLC, a Delaware limited liability company (“Assignor”), Genesis Asia Pacific Pte. Ltd., a corporation organized and existing under the laws of Singapore (“Assignee”), and Three Arrows Capital Ltd., a corporation organized and existing under the laws of Singapore (“Counterparty”).

WHEREAS, Assignor and Counterparty are parties to that certain Master Loan Agreement dated the 10th of January, 2019 (the “Agreement”), pursuant to which Assignor makes loans to Counterparty;

WHEREAS, Assignor wishes to assign to Assignee all of its lending activities, including any outstanding loans and related Collateral under the Agreement (such loans, the “Outstanding Loans”);

WHEREAS, Assignor and Counterparty are parties to that certain Pledge Agreement, dated as of May 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Pledge Agreement”); and

WHEREAS, Assignor wishes to assign to Assignee all of its rights and obligations under the Pledge Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meanings that are set forth for such terms in the Agreement.

2. Assignment and Assumption. Effective as of the date hereof, Assignor hereby assigns, contributes, transfers and sets over (collectively, the “Assignment”) to Assignee all of Assignor’s right, title, benefit, privileges and interest in and to, and all of Assignor’s burdens, obligations and liabilities in connection with, the Agreement, including any Outstanding Loans and related Collateral, and the Pledge Agreement. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the date hereof, in connection with the Agreement, including all obligations and Collateral relating to the Outstanding Loans, and the Pledge Agreement. As of the date hereof, Assignor shall have no obligation to and shall receive no benefit from Counterparty with regard to any Outstanding Loans or related Collateral.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

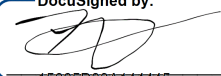
ASSIGNOR
GENESIS GLOBAL CAPITAL, LLC

ASSIGNEE
GENESIS ASIA PACIFIC PTE. LTD.

By: 
Name: Kristopher Johnson
Title: Senior Risk Officer

By: 
Name: Reed Werbitt
Title: Director

Acknowledged by:
THREE ARROWS CAPITAL LTD.

By: 
Name: Kyle Davies
Title: Chairman